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Attorneys for Plaintiff:  
 DRIFTWOOD HAYWARD OPERATING  
 COMPANY, LP dba DRIFTWOOD  
 HEALTHCARE CENTER – HAYWARD

**UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**

DRIFTWOOD HAYWARD OPERATING  
 COMPANY, LP dba DRIFTWOOD  
 HEALTHCARE CENTER – HAYWARD;

Plaintiff,

vs.

FELIX E. MARTINEZ, an individual

Defendant

Case No.: 3:16-cv-00583-WHO

JOINT STIPULATION TO DISMISS  
 COMPLAINT PURSUANT TO FEDERAL  
 RULE OF CIVIL PROCEDURE 41

JUDGE: Hon. William H. Orrick

WHEREAS on February 3, 2016, Plaintiff Driftwood Hayward Operating Company, LP dba Driftwood Healthcare Center filed a Complaint in this Court seeking an Order to Compel Defendant to arbitrate his underlying State Court claim. Plaintiff brought said Complaint pursuant to the Federal Arbitration Act.

WHEREAS in filing the subject complaint, Plaintiff Driftwood Hayward Operating Company dba Driftwood Healthcare Center asserted that Erika Martinez, pursuant to the authority granted to her via a Durable Power of Attorney, executed an Arbitration Agreement on behalf of Felix Martinez that required Mr. Martinez to litigate all claims against Plaintiff in an arbitration forum.

1 WHEREAS after filing the instant Complaint, Defendant Felix Martinez, in an attempt  
2 to “meet and confer” provided the Declaration of Erika Martinez. Within this Declaration,  
3 Erika Martinez declared under penalty of perjury that the signature appearing on the arbitration  
4 agreement did not belong to her.

5 WHEREAS after receiving this Declaration, Plaintiff immediately conducted discovery  
6 and retained a handwriting expert in an effort to determine the veracity of Erika Martinez’s  
7 declaration.

8 WHEREAS after the completion of this discovery, and having obtained the opinion of  
9 its handwriting expert, Plaintiff has concluded that the signature appearing on the arbitration  
10 agreement does not belong to Erika Martinez, and as a result, the instant Complaint should be  
11 dismissed.

12 **IT IS THEREFORE STIPULATED:**

13 1. The Complaint for Arbitration filed by Plaintiff Driftwood Hayward Operating  
14 Company, LP dba Driftwood Healthcare Center shall be dismissed pursuant to Federal Rule of  
15 Civil Procedure §41

16 **IT IS SO STIPULATED.**

17 Dated: July 12, 2016

**GIOVANNIELLO LAW GROUP**

18  
19 By: /s/ Thomas C. Swann  
20 Alexander F. Giovanniello  
21 Thomas C. Swann  
22 Paul H. Kang  
23 Attorneys for Plaintiff  
DRIFTWOOD HAYWARD OPERATING  
COMPANY, LP dba DRIFTWOOD  
HEALTHCARE CENTER - HAYWARD

24 Dated: July 12, 2016

**LAW OFFICES OF R. MICHAEL  
LIEBERMAN**

25  
26 By: /s/ R. Michael Lieberman  
27 R. Michael Lieberman  
28 Attorney for Defendant  
FELIX E. MARTINEZ

1 **IT IS SO ORDERED:**

2  
3 Dated: July 14, 2016

4  
5 By:



Hon. William H. Orrick  
Judge of the United States District Court